

IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI

DIVISION I

KEITH WENZEL, Director, Department of
Insurance, State of Missouri,

Plaintiff

v.

GENERAL AMERICAN MUTUAL
HOLDING COMPANY, a Missouri
Mutual Holding Company,

Defendant.

Case No. CV 99 323050

**ORDER (1) FIXING A BAR DATE; (2) FIXING A HEARING DATE ON
CERTAIN MATTERS AND (3) APPROVING NOTICE OF THE HEARING**

This matter comes before the Court on the Rehabilitator's Application for Order Fixing Bar Date For Claims, Approving Eligibility Rules and Procedures and Approving the Form and Manner of Notice of Hearing of this Motion and for Orders Concerning Certain Related Issues. The Court, having reviewed the Application, orders as follows:

1. Wednesday, January 31, 2001, is hereby determined to be the last date (the "Bar Date" by which claims can be filed against General American Mutual Holding Company ("GAMHC"), its assets and successors. For purposes of this Order, "Claim" means "a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and includes a right to an equitable remedy for breach of performance if such right gives rise to a right to payment." Claims required to be filed on or before the Bar Date also include claims described as "Excluded Claims" in the GAMHC Plan of Reorganization dated September 17,

1999. An “Excluded Claim” is any claim (i) which is asserted by a Person other than Metropolitan Life Insurance Company (“Met Life”), (ii) for which Met Life has the right to be indemnified under the Stock Purchase Agreement between GAMHC and Met Life dated as of August 26, 1999, as amended, (the “Stock Purchase Agreement”) and (iii) which is asserted or assertible against GAMHC or Met Life.

2. Excluded Claims include (i) any direct or derivative action, including any legal, administrative, arbitration or similar proceeding, claim, action or governmental or regulatory investigation, brought or threatened within three years of January 6, 2000 by any person of any kind or nature and based on any legal theory whatsoever (a) seeking relief as a result of Met Life’s acquisition of the shares of GenAmerica Corporation (other than non-derivative claims of Met Life); (b) resulting from alleged breaches occurring on and after July 15, 1999 of contracts relating to the funding agreements and guaranteed investment contracts issued by General American Life Insurance Company (the “Stable Value Business”), or (c) arising out of the financial distress of General American Life Insurance Company relating to the Stable Value Business; (ii) any and all indemnities, claims by officers, directors or employees of General American Mutual Holding Company, GenAmerica Corporation, General American Life Insurance Company, any subsidiary, Reinsurance Group of America, Incorporated (“RGA”), any RGA subsidiary, Conning Corporation (“Conning”) or any Conning subsidiary with respect to the items set forth in clause (i) above, including, without limitation, any indemnification of any employee, officer or director (other than a director of RGA or Conning who is not, and never has been, an officer or employee of GenAmerica Corporation, General American Life Insurance Company, any subsidiary, RGA, any RGA subsidiary, Conning or any Conning subsidiary) of any such persons and (iii) all liabilities relating to any additional or accelerated compensation,

benefits or other rights under an employee benefit plan of any of the above-described companies or other contract or arrangement for the benefit of any current or former employee of General American Mutual Holding Company, any subsidiary, Conning, any Conning subsidiary, RGA, or any RGA subsidiary (or any non-employee director or independent contractor of GenAmerica Corporation, any subsidiary, RGA, any RGA subsidiary, Conning or any Conning subsidiary) resulting from the transactions contemplated by the Stock Purchase Agreement being considered to constitute a “change in control” or similar triggering event.

3. The Bar Date will not be applicable to members, insofar as their claims are solely for their share of GAMHC assets based on their membership interest. The Bar Date will not be applicable to any claims by Met Life pursuant to the Stock Purchase Agreement, including any claims by Met Life that are pursuant to its right of indemnification from GAMHC under Sections 8.1 and 10.2 thereof.

4. Failure to file a Claim (including an Excluded Claim) by the Bar Date and in accordance with the procedures specified in the notice will result in such claim (including an Excluded Claim) being forever barred from being asserted against GAMHC, its assets or its successors.

5. A hearing shall be held on November 16, 2000 commencing at 1:30 P.M. in the Circuit Court of Cole County, Missouri, Jefferson City, Missouri to consider the matters set forth in the Application (other than the Bar Date) and any objections or comments by interested parties concerning the recommendations of the Rehabilitator, including the Bar Date, described in the Application.

6. The notice (in the form of Exhibit A to the Application) is hereby approved and the Rehabilitator is authorized to mail the notice and publish the notice as described in the Application.

So ordered this _____ day of September, 2000.

Judge Thomas J. Brown III